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Attorneys for Defendant PRODPROGRAMMA IMPULS LTD.

UNITED STATES DISTRICT COURT
Southern District of New York

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STARLIGHT MARITIME LTD.,	:	JURY TRIAL DEMANDED
	:	
Plaintiff,	:	
-against-	:	08-CIV-5542 (GBD)
	:	
PRODPROGRAMMA IMPULS LTD.,	:	
	:	
Defendant.	:	
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ANSWER OF DEFENDANT PRODPROGRAMMA IMPULS LTD.

Defendant Prodprogramma Impuls Ltd. ("Prodprogramma"), by and through its undersigned attorneys, hereby appears on a restricted and limited basis pursuant to Rule E of the Supplemental Rules for Admiralty or Maritime Claims, and responds to the Verified Complaint filed herein against it as follows:

1. Defendant Prodprogramma admits the allegations set forth in ¶ 1 of the Verified Complaint.

2. Defendant Prodprogramma does not have sufficient knowledge or information to admit or deny the allegations set forth in ¶ 2 of the Verified Complaint, and on that basis, denies the allegations of ¶ 2 of the Verified Complaint.

3. Defendant Prodprogramma admits that it is a foreign corporation with an office in Russia, and denies the remaining allegations of ¶ 3 of the Verified Complaint.

4. Defendant Prodprogramma does not have sufficient knowledge or information to admit or deny the allegations set forth in ¶ 4 of the Verified Complaint, and on that basis, denies the allegations of ¶ 4 of the Verified Complaint.

5. Defendant Prodprogramma denies the allegations set forth in ¶ 5 of the Verified Complaint.

6. Defendant Prodprogramma denies the allegations set forth in ¶ 6 of the Verified Complaint.

7. Defendant Prodprogramma denies the allegations set forth in ¶ 7 of the Verified Complaint.

8. Defendant Prodprogramma denies the allegations set forth in ¶ 8 of the Verified Complaint.

9. Defendant Prodprogramma does not have sufficient knowledge or information to admit or deny the allegations set forth in ¶ 9 of the Verified Complaint, and on that basis, denies the allegations of ¶ 9 of the Verified Complaint.

10. Defendant Prodprogramma denies the allegations set forth in ¶ 10 of the Verified Complaint.

11. Defendant Prodprogramma denies the allegations set forth in ¶ 11 of the Verified Complaint.

12. Defendant Prodprogramma admits the allegations set forth in ¶ 12 of the Verified Complaint.

13. Defendant Prodprogramma does not have sufficient knowledge or information to admit or deny the allegations set forth in ¶ 13 of the Verified Complaint, and on that basis, denies the allegations of ¶ 13 of the Verified Complaint.

14. Defendant Prodprogramma denies the allegations set forth in ¶ 14 of the Verified Complaint.

15. Defendant Prodprogramma does not have sufficient knowledge or information to admit or deny the allegations set forth in ¶ 15 of the Verified Complaint, and on that basis, denies the allegations of ¶ 15 of the Verified Complaint.

16. Defendant Prodprogramma admits that it cannot be found in this District, and denies the remaining allegations set forth in ¶ 16 of the Verified Complaint.

17. Defendant Prodprogramma does not have sufficient knowledge or information to admit or deny the allegations set forth in ¶ 17 of the Verified Complaint, and on that basis, denies the allegations of ¶ 17 of the Verified Complaint.

JURY DEMAND

Defendant Prodprogramma hereby demands trial by jury of all issues triable by jury.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Verified Complaint filed herein fails to state a claim against Defendant Prodprogramma upon which relief may be granted.

Second Affirmative Defense

Plaintiff's claims against Defendant Prodprogramma are barred in whole or in part by the provisions of the terms and conditions applicable to the charter at issue, including, but not limited to, all limitations of liability contained therein.

Third Affirmative Defense

The Verified Complaint fails to state a claim against Defendant Prodprogramma upon which relief can be granted because, *inter alia*, all disputes arising under the charter party agreements described in the Verified Complaint must be resolved through arbitration.

Fourth Affirmative Defense

Plaintiff's claims against Defendant Prodprogramma are barred in whole or in part by one or more of the doctrines of waiver, estoppel, laches and unclean hands.

Fifth Affirmative Defense

Any loss suffered by Plaintiff, which is hereby specifically denied, was solely through the conduct and/or fault of Plaintiff and or others for whom Defendant Prodprogramma is not responsible, and was not caused by any fault of Defendant Prodprogramma.

Sixth Affirmative Defense

Plaintiff's claims for damages are barred and/or limited by its failure to mitigate damages.

Seventh Affirmative Defense

Any damage suffered by Plaintiff, which is hereby specifically denied, was caused by an intervening and/or superseding cause, including, *inter alia*, *force majeure*, and was not caused by the acts or conduct of Defendant Prodprogramma, or any person for whom Defendant Prodprogramma is responsible.

Eighth Affirmative Defense

Plaintiff has failed to perform all conditions precedent to any right of recovery on the claims set forth in Plaintiff's Verified Complaint.

Ninth Affirmative Defense

Any damages suffered by Plaintiff, which are hereby specifically denied, were not proximately caused by the acts, conduct and/or omissions of Defendant Prodprogramma, or any person for whom Defendant Prodprogramma is responsible.

Tenth Affirmative Defense

This Court lacks personal jurisdiction over Defendant Prodprogramma.


WHEREFORE, Defendant Prodprogramma prays that this Court determine and adjudge that:

- A. the Verified Complaint be dismissed with prejudice;
- B. Plaintiff take nothing by way of damages or declaration;
- C. Defendant Prodprogramma be awarded its costs, disbursements, attorney fees and expenses incurred herein; and
- D. Defendant Prodprogramma be awarded such other and further relief as this Court deems just and proper.

Dated: New York, New York
July 24, 2008

Respectfully submitted,

COOPER, BROWN & BEHRLE, P.C.

By: 
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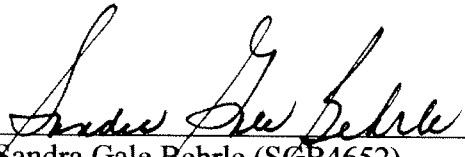
*Attorneys for Defendant
Prodprogramma Impuls Ltd.*

CERTIFICATE OF SERVICE

I do hereby certify that I have delivered a true and correct copy of the foregoing document to the following addressee at the address stated by depositing same in the United States mail, first class postage prepaid, this 24 day of July, 2008:

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